

TRIPURA GAZETTE

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**PART--I-- Orders and Notifications by the Government of Tripura,
The High Court, Government Treasury etc.**

GOVERNMENT OF TRIPURA
REVENUE DEPARTMENT

No.F.34(35)-REV/2022

Dated, 29 November, 2022

NOTIFICATION

Subject: Policy for lease of Government land.

Government land is sometimes needed to be given on lease to government agencies, public organizations, private organization and Public Private Partnership Projects for public purposes.

Public purpose means anything affecting the rights, health, finance or any other interest of the public at large, of common concern among the citizens or a section of citizens or a community, in the management and affairs of local, State and or Central Government,

Lease of Government land (with or without building structure on it) will be done as detailed below:-

- The decision on government land to be given on lease and the choice of lessee shall be as approved by the Government in the Revenue Department based on proposal from the DM & Collectors or a State Government Department.
- Period of lease shall be maximum for 30 years at a stretch but may be renewed thereafter subject to a maximum of up to 99 years.
- The lessee shall pay both one-time premium and annual rent in advance in the following manner.

Sl. No.	Purpose	One time premium	Annual lease rent
1	Agricultural & allied activities	2% of land value	2% of land value
2	Service for citizens benefit viz. medical, educational, charitable, Cultural, Religious & social welfare etc. purpose	0.5% of land value	0.5% of land value
3	Industrial purpose	2% of land value	3% of land value
4	Commercial purpose	2% of land value	4% of land value

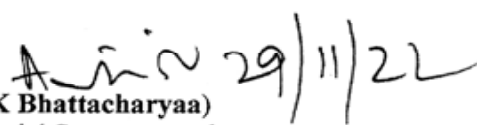
Explanation:- For the purpose of this Policy, Land value shall be as per the prevailing land valuation prescribed by the State Government. The annual lease rent assessed during the first year of the lease will be continued as the same during subsequent years till the end of the lease period.

Provided that in case of short-term lease of upto three years (not extendable), the one-time premium part can be waived in full.

Provided further that the rent or premium for lease of the building or structure or any production related activity on the land shall be additional.

- The lease agreement shall be signed only after payment of the one-time premium and the rent for the first year.

- v) Possession shall be given only after signing of the lease agreement.
- vi) The Government land with / without building shall be given on lease on as is where is basis. If there is any existing structure, the lessee shall not demolish / damage / modify that structure without written authorization from the government unless otherwise provided in the lease agreement.
- vii) At the end of the lease period, the lessee shall hand over peaceful and encumbrance-free possession of the land and building, if any, to the government in good condition.
- viii) The lessee shall not create any encumbrance and shall not take any loan against the property on the basis of the lease.
- ix) The lessee can mortgage the leasehold interest only (and not the demised land itself) on the demised land, whether in full or in part, only with the prior permission of the lessor.
- x) The lessee cannot sell, sub-lease, sub-let or sub-license any of his rights.
- xi) The lessee cannot abandon the leased land / building, and shall protect it from encroachment and any permissive or adverse possession.
- xii) In the event of the lessee failing to pay any installment of annual rent, such arrear shall, without prejudice to any other right or remedy of the lessor, carry interest at the rate of 2.5% per annum from the date in which the same become payable until payment.
- xiii) If the lessee fails to pay the annual rent, it may be lawful for the State Government to evict the lessee and recover the arrear rent with interest as arrear of land revenue in the manner as prescribed in the TLR & LR Act, 1960.
- xiv) The lessee shall give a notice of at least 6(six) months if it desires to terminate the lease agreement. Similarly, the state government may also terminate the lease agreement by serving three months advance notice.
- xv) The Lease Agreement shall be registered under Registration Act, 1908.
- xvi) Notwithstanding anything contained herein above, lease money (premium and rent) may be reduced or enhanced with the concurrence of the Finance Department. The lessee would be given opportunity of being heard before making any modification in the lease money, but the decision of the State Government shall be final.
- xvii) If the land is under TTAADC area, then concurrence of TTAADC is required.
- xviii) In the event of special circumstances, the Council of Ministers may relax any of the above conditions of the Lease Policy.


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Government of Tripura